

DEPARTMENT OF INDUSTRIAL RELATIONS  
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San Francisco



## SCOPE OF WORK PROVISION

FOR

### **ASBESTOS WORKER, HEAT AND FROST INSULATOR:**

Hazardous Material Handler Mechanic

Hazardous Material Handler Helper

IN

IMPERIAL, INYO, KERN, LOS ANGELES, ORANGE, RIVERSIDE,  
SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES

**R E C E I V E D**  
Department of Industrial Relations

**JUL 01 1999**

Div. of Labor Statistics & Research  
Chief's Office

## **MAINTENANCE AGREEMENT**

**SOUTHERN CALIFORNIA CHAPTER  
WESTERN INSULATION  
CONTRACTORS ASSOCIATION  
and  
LOCAL NO. 5  
INTERNATIONAL ASSOCIATION OF  
HEAT AND FROST INSULATORS  
and ASBESTOS WORKERS**

**October 19, 1998  
to  
October 8, 2001**



## INDEX

Section	Page
I Work Covered	3
II Union Security	5
III Basic Agreement	6
IV Hiring Provisions	7
V Wages and Classifications	13
VI Health and Welfare Trust	14
VII Pension Program	15
VIII Employee Medical Monitoring	16
IX Employee Training/Certification	16
X Overtime and Holidays	17
XI Work Day	18
XII Check-Off of Union Dues or Service Charges	18
XIII Bonds	20
XIV Employer Failure to Make Certain Contributions	21
XV Trust Agreements	22
XVI Industry Promotion Fund	22
XVII Shift Work	23
XVIII Grievance and Arbitration Procedure	24
XIX Strikes and Lockouts	27
XX Miscellaneous Provisions	28
XXI Savings Clause	30
XXII Asbestos Abatement Training and Certification	31
XXIII Contract Renewal or Termination	31
XXIV Effective Date and Duration	33
Signature Page	34
Signature Page	35

## SOUTHERN CALIFORNIA CHAPTER WESTERN INSULATION CONTRACTORS ASSOCIATION and LOCAL NO. 5 INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS and ASBESTOS WORKERS October 19, 1998 to October 8, 2001

This Maintenance Agreement (hereinafter called the "Agreement"), having been the subject of negotiations between a committee appointed by Southern California Chapter, Western Insulation Contractors Association (hereinafter called the "Association") and International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 5, of Los Angeles, California (hereinafter called "the Union"), is now entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (Insert name of employer, hereinafter called "the Employer") and the Union.

### SECTION I WORK COVERED

1. This Agreement covers the terms and conditions of employment of all employees working in San Luis Obispo, Kern, San Bernardino, Ventura, Santa Barbara, Los Angeles, Riverside, Orange, San Diego, Imperial and Inyo Counties, and engaged in asbestos abatement, hazardous waste cleanup and/or stabilization, insulation maintenance, manufacturing, foam application,

and oil field work.

The Employer further agrees that on all operations outside of the chartered territory of the Union he will abide by the rates of pay, rules and working conditions established by a local collective bargaining agreement between the local insulation contractors and the local union in that jurisdiction.

2. Insulation maintenance is defined as any industrial, commercial or marine insulation work consisting of renovation, repair or maintenance character on Mechanical Systems, including piping, ducts, breechings, air conditioning system equipment and processing and manufacturing systems. For the purpose of this Agreement the following definitions shall apply:

*Maintenance:* Maintenance shall be defined as any work performed of renovation, repair or a maintenance character within the limits of any individual property.

*Repair:* The word repair as used in this Agreement and in connection with maintenance is work required to restore, by replacement or by revamp, existing facilities to an efficient operating condition.

*Renovation:* The word renovation used in this Agreement and in connection with maintenance, is work required to restore, by replacement or by revamp, existing facilities to an efficient operating condition.

3. Manufacturing is defined as non-job site and fabrication of insulation materials, performed at the Employer's regular place

of business.

4. Oil Field work is defined as insulation of piping and equipment which relates to or concerns the production or extraction of oil, including extraction piping, gathering lines and related vessels.

5. New construction work that is related to the refining of oil is excluded from this Agreement. Such work shall be performed under the terms of the Basic Agreement.

6. Spray foam application is defined as preparation of piping and/or equipment and the application of insulation foam and coating materials incidental to foam systems when applied by machine, including new construction and maintenance. For purposes of this Agreement foam application does not include poured foam or R.T.V. type foam used in new construction.

7. This Agreement does not cover new construction work except for oil field work and spray foam application, as described in paragraphs 4 and 6 above.

## SECTION II UNION SECURITY

1. The Employer recognizes the Union as the sole and exclusive bargaining representative of all employees of the Employer on work covered by this Agreement over which the Union has jurisdiction. This recognition agreement is made pursuant to Section 9(a) of the National Labor Relations Act (29 U.S.C. 159 (a)).